

Confidentiality Agreement
Among the United States, State of South Dakota,
CoCa Mines, Inc., Hecla Limited (f/k/a Hecla Mining Company)
For Settlement Negotiations Related to the Gilt Edge Mine Superfund Site

This Confidentiality Agreement ("2014 Agreement") is made by the United States of America ("the United States"), the State of South Dakota (the "State"), CoCa Mines, Inc. ("CoCa Mines"), and Hecla Limited (f/k/a Hecla Mining Company) ("Hecla Limited") (collectively, the "Participants").

WHEREAS, the United States, on behalf of the U.S. Environmental Protection Agency ("EPA"), and the State, on behalf of the South Dakota Department of Environment and Natural Resources, contend that they have a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA") against CoCa Mines and Hecla Limited for, *inter alia*, cost recovery/performance of response actions at the Gilt Edge Mine Site in South Dakota (hereinafter the "Subject Claims");

WHEREAS, the Participants wish to avoid unnecessary litigation and promote opportunities for settlement or compromise of the Subject Claims prior to initiation of litigation;

WHEREAS, the Participants recognize that meaningful settlement negotiations require exchanges of information and opinions, offers of settlement or compromise, and other communications among them;

WHEREAS, the Participants agree that maintaining the confidentiality of Settlement Communications (as defined herein) would generally facilitate the free exchange of information and enhance the likelihood of a successful outcome;

WHEREAS, the United States, the State of South Dakota, and CoCa Mines previously entered into a substantially similar Confidentiality Agreement in July 2010 (the "2010 Agreement") with other potentially responsible parties that have since resolved their potential liabilities to the United States and the State under CERCLA with respect to the Gilt Edge Mine Site;

WHEREAS, in July 2013, EPA informed Hecla Limited that it was a potentially responsible party with respect to the Subject Claims;

WHEREAS, the Participants wish to enter into the 2014 Agreement in order to cover the ongoing settlement discussions with CoCa Mines and to confirm Hecla Limited as a Participant in the settlement negotiations;

NOW THEREFORE, in consideration of the mutual benefits described above and the mutual covenants contained herein, the Participants agree as follows:

1. For purposes of the 2014 Agreement, "Settlement Communications" means: (a) oral settlement discussions among the Participants and their representatives concerning the Subject Claims that have taken place among any of the Participants to date and after the Effective Date of the 2014 Agreement; (b) materials in written or electronic form that are: (i) prepared for purposes of settlement negotiations with respect to the Subject Claims; (ii) exchanged by and among the Participants and their representatives in settlement negotiations with respect to the Subject Claims to date and after the Effective Date of the 2014 Agreement; and (iii) labeled in accordance with Paragraph 3 and 4, as applicable.

2. The Participants are, and the 2014 Agreement is binding upon, the United States, the State, CoCa Mines, and Hecla Limited, and their respective officers, directors, agents, servants, employees, consultants, experts and attorneys.

3. All written or electronic materials exchanged during these negotiations that a Participant wishes to have treated as Settlement Communications under the 2014 Agreement after the Effective Date shall be conspicuously labeled "Settlement Communication" and/or "Subject to Federal Rule of Evidence 408" and/or in some other way be conspicuously labeled as a Settlement Communication that requires confidential treatment; provided, however, that other Participants may dispute at any time that the written or electronic material is a Settlement Communication within the meaning of the 2014 Agreement.

4. Any trade secrets or other commercial or financial information provided to the United States or the State by a another Participant that the Participant wishes to protect as Confidential Business Information shall be provided and managed in accordance with 40 C.F.R. Part 2 by the United States and the State without accepting that the documents are in fact Confidential Business Information. To the extent that such information is also a Settlement Communication under the 2014 Agreement, such information also shall be handled in accordance with the 2014 Agreement.

5. The Participants agree that, except as otherwise provided in the 2014 Agreement, they will keep Settlement Communications confidential and not disclose them to persons or entities not party to the 2014 Agreement, except as required by law, court order or other lawful process. The Participants further agree to take all necessary and appropriate measures to maintain the confidentiality of Settlement Communications and to retain written or electronic materials in a secure manner.

6. A representative of a Participant who obtains Settlement Communications under this Agreement may share such information with those attorneys or employees of a Participant who in the opinion of such Participant are involved in these settlement negotiations or for whom

such information relates to their official duties, provided that any person with whom such information is shared under this Paragraph shall be specifically made aware of the 2014 Agreement. A representative of a Participant who obtains Settlement Communications under the 2014 Agreement also may share such information with those consultants and experts of the Participant who in the opinion of such Participant require access, provided that any person with whom such information is shared is specifically made aware of, and, prior to receiving the information, agrees in writing to be bound by, the provisions of the 2014 Agreement as if he/she were a Participant.

7. Nothing in this Confidentiality Agreement shall limit the authority of a Participant to release information to any person or waive any claim of privilege with respect to any Settlement Communication which does not discuss, refer to, or reveal the substance of these negotiations and of which that Participant is the sole originator. Any Settlement Communication subject to the 2014 Agreement may be disclosed to a third person when the provider of the Settlement Communication has given express written permission prior to such disclosure, subject to the notice requirements of Paragraph 9.

8. Information otherwise admissible, discoverable or subject to subpoena in any proceeding shall not be rendered inadmissible, non-discoverable or not subject to subpoena because of its use in these negotiations. Further, this Confidentiality Agreement shall not be construed to prohibit the disclosure of oral communications or written or electronic material already lawfully in the public domain, or developed or existing independent of the Participant's negotiation of the Subject Claims.

9. In the event that a Participant concludes in good faith that applicable law, a subpoena or other lawful process, or a court order, requires disclosure of Settlement

Communications to a third party, such Participant shall provide, as far as is practicable, advance written notice to the other Participants of the intent to disclose, including a description of the applicable law or a copy of the subpoena, process or order requiring disclosure. A Participant shall not disclose any Settlement Communication sooner than 30 (thirty) days following provision of such written notice, unless required by law or order of a court.

10. Any disclosure of Settlement Communications in contravention of the 2014 Agreement shall not result in a waiver of any Participant's claim of confidentiality, except as provided by law.

11. Nothing in the 2014 Agreement shall be construed to limit the full application of Federal Rule of Evidence 408 to Settlement Communications.

12. Nothing in the 2014 Agreement shall be construed to prejudice or limit the right of the United States to take any action to enforce the laws of the United States or to protect public health, safety, welfare or the environment. Further, nothing in the 2014 Agreement shall be construed to limit the United States and the State from complying with the requirements or established government policies of public participation regarding settlement agreements.

13. Any Participant may terminate its participation in the 2014 Agreement by notifying the other Participants in writing of its intention to terminate its participation in the 2014 Agreement at least 30 (thirty) days in advance of such termination; provided, however, that the confidentiality and notice obligations imposed under the 2014 Agreement shall remain in full force and effect, without regard to whether a Participant has terminated its participation in the 2014 Agreement, with respect to all Settlement Communications made or exchanged prior to the date of termination.

14. Upon termination of settlement negotiations, subject to federal recordkeeping requirements and other legal obligations, and upon request by the providing Participant, all copies of written or electronic materials provided pursuant to this agreement, including all extracts, summaries, or descriptions of the information or portions thereof shall be returned to the requesting Participants, or destroyed at the Participant's request. Any Participant of whom such request is made shall take all reasonable and necessary steps to promptly comply with such request and shall confirm its compliance in writing to the requesting Participant.

15. The 2014 Agreement contains the entire agreement among the Participants regarding the confidentiality of Settlement Communications among the Participants, and no statements, promises, or inducements made by any Participant that are not contained herein shall be valid or binding. The 2014 Agreement may not be enlarged, modified, or altered except in a writing signed by the Participants.

16. Notwithstanding any other provision, the 2014 Agreement shall be admissible in any future administrative or judicial proceeding to prove its terms and conditions.

17. The undersigned representative of each Participant certifies that he or she is authorized to enter into the 2014 Agreement and to execute for and bind the Participant whom he or she represents.

18. The 2014 Agreement may be signed in counterparts.

19. The Effective Date of the 2014 Agreement shall be the date that it is signed by all Participants.

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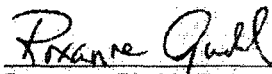


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